

190
MARY ELIZABETH PRICE, ET VIR,
P.O. Box 842
Olive Branch, MS 38654
Telephone No. 601-895-3603,

GRANTORS

TO

ASSUMPTION WARRANTY DEED

CHARLIE L. PRICE,
P.O. Box 842
Olive Branch, MS 38654
Telephone No. 601-895-3603,

GRANTEE

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), kpursuant to a Property Settlement Agreement, and the terms and conditions thereof, entered in the Chancery Court of DeSoto County, Mississippi, in Cause No. 88-5-434, styled, "Mary Elizabeth Greene Ritts Prive vs. Charlie Leon Price," and the payment of the consideration set forth in the Agreement, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, Charlie L. Price, Sr., and wife, Mary Elizabeth Price, Grantors, do hereby sell, convey and warrant unto Charlie L. Price, Sr., Grantee, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 35, Second Addition, Germanwood Estates Subdivision, situated in Section 28, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat recorded in Plat Book 24, Pages 33 and 34, Chancery Court Clerk's Office, DeSoto County, Mississippi.

By way of explanation, this is the same property conveyed by West Memphis Federal Savings and Loan Association to Charlie L. Price and wife, Mary Elizabeth Price, by Warranty Deed executed on the 20th day of July, 1987, being filed for record at 8:15 o'clock A.M. on the 22nd day of July, 1988, recorded in Deed Book 197, Page 265 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

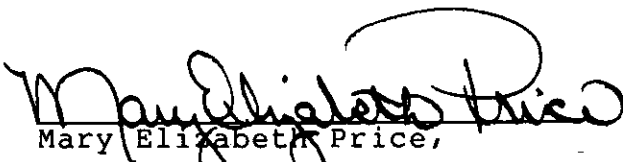

Further consideration for the above described property is the assumption by the Grantee of that certain Deed of Trust given by Charlie L. Price and wife, Mary Elizabeth Price, to Bank of Mississippi for the benefit of Bank of Mississippi, executed on the 25th day of April, 1988, and recorded in Deed of Trust Book 437, Page 450, at 11:00 A.M. on the 18th day of May, 1988, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

Grantors hereby sets over and assigns without charge or fee, unto Grantee, any and all escrow funds held by Bank of Mississippi or its assigns, in connection with the described property.

The warranty in this deed is made subject to subdivision and zoning regulations in effect by the DeSoto County Planning & Zoning Commission, and to rights-of-way and easements for public roads and public utilities.

Possession will be with delivery of this deed, and taxes for the year 1988 are to be assumed by the Grantee.

WITNESS OUR SIGNATURES, this the 12th day of July, 1988.


Mary Elizabeth Price,
Grantor

Charlie L. Price, Sr.
Grantor

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named, Mary Elizabeth Price, who acknowledged that she signed and delivered the above and foregoing Assumption Warranty Deed on the day and year therein mentioned as her free and voluntary act and deed and for the purposes and consideration therein expressed.

Given under my hand and official seal of office, this the 13th day of June, 1988.


NOTARY PUBLIC

(SEAL)

My Commission Expires:

My Commission Expires Aug. 1, 1988

192

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Charlie L. Price, Sr., who acknowledged that he signed and delivered the above and foregoing Assumption Warranty Deed on the day and year therein mentioned as his free and voluntary act and deed for the purposes and consideration therein expressed.

Given under my hand and official seal of office, this the 12th day of July, 1988.

Carole C. Andrews
NOTARY PUBLIC

(SEAL)
My Commission Expires:

7-15-90

Return to:

DRUE D. BIRMINGHAM, JR.
ATTORNEY AT LAW

9369 GOODMAN ROAD
OLIVE BRANCH, MS 38654

Filed @ 10:00 A.M. 18 July, 1988
Recorded in Book 306 page 190
W. E. Davis, Chancery Clerk